

**BOARD OF COUNTY COMMISSIONERS**  
**Grant County, Washington**

**RESOLUTION REPEALING RESOLUTION  
NO. 18-075-CC AND REPLACING WITH  
THIS RESOLUTION AUTHORIZING  
EXECUTION OF INTERLOCAL  
COOPERATIVE AGREEMENT BETWEEN  
ADAMS, CHELAN, DOUGLAS, GRANT  
AND OKANOGAN COUNTIES TO FORM  
THE ADAMS, CHELAN, DOUGLAS,  
GRANT AND OKANOGAN COUNTIES  
WORKFORCE DEVELOPMENT AREA**

**RESOLUTION No. 18-095-CC**

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the United States Congress enacted Workforce Innovation & Opportunity Act of 2014 (WIOA) replacing the Workforce Investment Act effective July 1, 2016; and

**WHEREAS**, the Revised Code of Washington, Chapter 39.34 *et. Seq.*, titled "Interlocal Cooperation Act," authorizes governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide workforce development and related services in a manner that will accord the best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, Grant, Adams, Chelan, Douglas and Okanogan Counties, hereinafter referred to as the Parties, received State designation as a Workforce Development Area; and

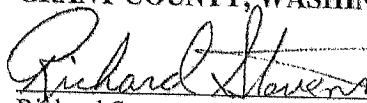
**NOW, THEREFORE, BE IT RESOLVED**, that in consideration of the mutual promises and covenants contained within the attached Interlocal Agreement between Adams, Chelan, Douglas, Grant and Okanogan County Re: Workforce Development Area, be executed by and between Grant County and the counties of Adams, Chelan, Douglas, and Okanogan.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of October, 2018.

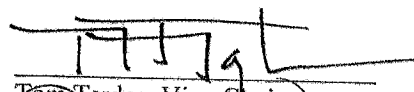
**BOARD OF COUNTY COMMISSIONERS**  
**GRANT COUNTY, WASHINGTON**

Yea    Nay    Abstain

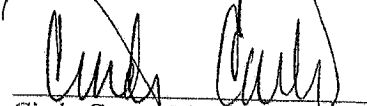
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Richard Stevens, Chair

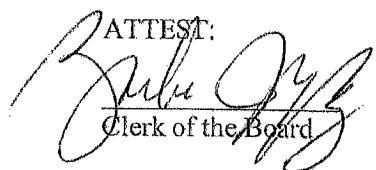
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Tom Taylor, Vice-Chair

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Cindy Carter, Member

ATTEST:

  
Clerk of the Board

**INTERLOCAL COOPERATION AGREEMENT**  
**Among**  
**Adams, Chelan, Douglas, Grant and Okanogan Counties**  
  
**To Form The**  
  
**Adams, Chelan, Douglas, Grant and Okanogan Counties Workforce  
Development Area**

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THIS AGREEMENT is made and entered into by and between Adams, Chelan, Douglas, Grant and Okanogan Counties, hereinafter referred to as the "Parties."

WHEREAS, the United States Congress enacted Workforce Innovation & Opportunity Act of 2014 (WIOA) replacing the Workforce Investment Act effective July 1, 2016;

WHEREAS, the Revised Code of Washington, Chapter 39.34 *et. seq.*, titled "Interlocal Cooperation Act," authorizes governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide workforce development and related services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

Whereas, Grant, Adams, Chelan, Douglas and Okanogan Counties, hereinafter referred to as the Parties, received State designation as a Workforce Development Area; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties hereby create a Forum of County Commissioners for the purpose of establishing a process for fulfilling local elected officials' responsibilities under the WIOA for the local WDA. Such purpose is to be accomplished and said common power exercised in the manner hereinafter set forth.

**I. FORUM OF COUNTY COMMISSIONERS**

The Parties herein establish a Forum of County Commissioners ("Forum") consisting of one Commissioner chosen by each of the five counties that are parties to this agreement.

1. Chair: The Forum shall elect a Chair and Vice Chair in accordance with its bylaws. The Chair shall perform chief elected official responsibilities provided for in applicable Federal and State policy. The Vice Chair shall serve in the Chair's absence.
2. Decisions: Each of the five members of the Forum shall have one vote. A quorum shall consist of three or more Forum members. Decisions shall require the approval of at least three Forum members. Forum members may attend meetings in person or electronically as permitted by Washington law. The Forum shall adopt bylaws.

**3. THE FORUM SHALL:**

- A. Exercise and fulfill all collective authority and responsibility of the chief elected officials of the Parties hereto;
- B. Appoint members to the Local Board in accordance with federal policy;
- C. Designate local fiscal agent to receive and administer WIOA grant funds, and any other federal or state funds, pursuant to federal or state law or policy, which are subject to Local Board policy guidance.
- D. Negotiate Joint Powers Agreement with the Local Board to set forth respective roles and responsibilities;
- E. Monitor and approve the overall budget;
- F. Assure that grant funds are distributed equitably to the Counties based upon the criteria established and provided by the State each year;
- G. Concur with the Local Plan submittal to the Governor;
- H. Concur with the Local Board's One Stop MOU;
- I. Concur with the sale or transfer of real property;
- J. Periodically meet to carry out its duties;
- K. Receive and review workforce area monitoring and audit reports
- L. Elect a Chair who shall represent the Chief Local Elected Officials

**II. LOCAL WORKFORCE DEVELOPMENT BOARD**

In accordance with WIOA Section 107(i) the Forum declares that the Local Workforce Investment Board that existed on the day before this law was enacted, served the five county Area and whose members represented business, labor and other significant sectors.

**III. DESIGNATION OF LOCAL FISCAL AGENT**

The Forum designates the Local Board to establish and govern a nonprofit corporation under Washington Law to perform fiscal agent duties as authorized and required by Federal and State policy, grant agreements, and other applicable federal, state and local laws and rules. The Board shall implement the functions listed in Section 107 such as preparing a Local Plan. The nonprofit corporation shall be responsible for insuring completion of all deliverables in grant agreements and contracts, insuring compliance with all requirements and responsibilities. The nonprofit corporation shall acquire, hold and dispose of real and personal property consistent with federal policy.

**IV. CODE OF CONDUCT**

The Forum of County Commissioners and Local Board shall each adopt and adhere to reasonable and prudent Codes of Conduct covering all workforce area activities and expenditures.

## V. LIABILITY

The Parties agree that any liability under this or related grant agreements shall be dealt with as follows:

The Local Board's nonprofit corporation shall indemnify, defend, and hold harmless the parties to this Agreement, their officers, agents and employees, from any and all claims, court costs, fees and penalties, settlements, judgments, legal costs and any other liabilities of any kind arising from the managing of the workforce area.

- a. All grant agreements and contracts administered by the Local Board's nonprofit corporation shall observe the highest standards of grant administration and accounting in order to minimize disallowed costs,
- b. Waivers or offset against future grant revenues shall be considered in lieu of any cash repayment of disallowed costs:
- c. To the extent cash payment of any liability is required and the payment cannot be offset against grant funds, the general funds of the SkillSource shall be utilized to discharge the liability; and
- d. Finally, as a last resort, residual liabilities which cannot be discharged in any other manner shall be borne by the Parties. Payment shall be made by the Parties in proportion to the allocation of WIOA funds to each of the five counties.

## VI. INSURANCE

The Local Board's nonprofit corporation shall maintain commercial general liability insurance for not less than 2 million dollars per occurrence to protect the Parties. The Local Board's nonprofit corporation shall annually provide to each Party a certificate of insurance naming each party, its officers and employees, as additional insured. Such certificates shall be accompanied by additional insured endorsements.

- a. Occurrence Based Coverage. All insurance policies shall provide coverage on an occurrence basis.
- b. Primary, Non-contributory Insurance. Insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the Party shall be excess and not contributory to such insurance policies.
- c. Additional Insureds. Each Party, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds by way endorsement for the full available limits of insurance maintained by the Local Board non-profit, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

- d. Endorsements and Certificates of Insurance. The Local Board non-profit shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the Parties receiving thirty (30) days written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to each Forum Commissioner.

#### VII AMENDMENT

This Agreement may be amended at any time by written agreement signed by the each of the Parties.

#### VIII. ADOPTION, WITHDRAWAL and TERMINATION

- a. This Agreement shall take effect when signed by each of the Parties and shall remain in effect until terminated in accordance with this section of the Agreement.
- b. Any Party may withdraw from this Agreement by providing advance written notice of the intent to withdraw to all other Parties before December 31<sup>st</sup> of any year. Withdrawal shall be effective at midnight on the subsequent June 30<sup>th</sup>, the end of the workforce area's fiscal year.
- c. This Agreement shall remain in effect and the Forum shall continue to exercise its authorities within the remaining counties unless a majority of the Parties elect to withdraw in accordance with paragraph b., above. In this case, the Agreement shall terminate when all grants are closed out, which shall occur as expeditiously as possible and no later than the end of the calendar year following the June 30<sup>th</sup> effective date of the withdrawal notices.
- d. This Agreement may also be terminated at any time by written agreement of the Parties or by operation of law.

**IX. SIGNATURE IN COUNTERPARTS**

This Agreement may be signed in one or more counterparts.  
IN WITNESS WHEREOF, the Parties have set their hands and seal.

**CHELAN COUNTY**  
Administration Building  
400 Douglas Street #201  
Wenatchee, WA 98801

Kell W. Goehner, Chair  
Board of Commissioners

10/1/18  
Date

**DOUGLAS COUNTY**  
Douglas County Courthouse  
P.O. Box 747  
Waterville, WA 98858

\_\_\_\_\_, Chair  
Board of Commissioners

\_\_\_\_\_  
Date

**GRANT COUNTY**  
Grant County Courthouse  
P.O. Box 37  
Ephrata, WA 98823

\_\_\_\_\_, Chair  
Board of Commissioners

\_\_\_\_\_  
Date

**ADAMS COUNTY**  
Adams County Courthouse  
210 W. Broadway  
Ritzville, WA 99169

\_\_\_\_\_, Chair  
Board of Commissioners

\_\_\_\_\_  
Date

**OKANOGAN COUNTY**  
Okanogan County Courthouse  
P.O. Box 791  
Okanogan, WA 98840

\_\_\_\_\_, Chair  
Board of Commissioners

\_\_\_\_\_  
Date

**IX. SIGNATURE IN COUNTERPARTS**

This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the Parties have set their hands and seal.

**CHELAN COUNTY**  
Administration Building  
400 Douglas Street #201  
Wenatchee, WA 98801

\_\_\_\_\_, Chair  
Board of Commissioners

\_\_\_\_\_  
Date

**DOUGLAS COUNTY**  
Douglas County Courthouse  
P.O. Box 747  
Waterville, WA 98858

\_\_\_\_\_, Chair  
Board of Commissioners

10/9/18  
Date

**GRANT COUNTY**  
Grant County Courthouse  
P.O. Box 37  
Ephrata, WA 98823

\_\_\_\_\_, Chair  
Board of Commissioners

\_\_\_\_\_  
Date

**ADAMS COUNTY**  
Adams County Courthouse  
210 W. Broadway  
Ritzville, WA 99169

\_\_\_\_\_, Chair  
Board of Commissioners

\_\_\_\_\_  
Date

**OKANOGAN COUNTY**  
Okanogan County Courthouse  
P.O. Box 791  
Okanogan, WA 98840

\_\_\_\_\_, Chair  
Board of Commissioners

\_\_\_\_\_  
Date

**IX. SIGNATURE IN COUNTERPARTS**

This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the Parties have set their hands and seal.


**CHELAN COUNTY**  
Administration Building  
400 Douglas Street #201  
Wenatchee, WA 98801

\_\_\_\_\_, Chair  
Board of Commissioners                      Date

**DOUGLAS COUNTY**  
Douglas County Courthouse  
P.O. Box 747  
Waterville, WA 98858

\_\_\_\_\_, Chair  
Board of Commissioners                      Date

**GRANT COUNTY**  
Grant County Courthouse  
P.O. Box 37  
Ephrata, WA 98823

\_\_\_\_\_, Chair                      10-1-18  
Board of Commissioners                      Date

**ADAMS COUNTY**  
Adams County Courthouse  
210 W. Broadway  
Ritzville, WA 99169

\_\_\_\_\_, Chair  
Board of Commissioners                      Date

**OKANOGAN COUNTY**  
Okanogan County Courthouse  
P.O. Box 791  
Okanogan, WA 98840

\_\_\_\_\_, Chair  
Board of Commissioners                      Date



**IX. SIGNATURE IN COUNTERPARTS**

This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the Parties have set their hands and seal.

**CHELAN COUNTY**  
Administration Building  
400 Douglas Street #201  
Wenatchee, WA 98801

\_\_\_\_\_, Chair  
Board of Commissioners  
Date

**DOUGLAS COUNTY**  
Douglas County Courthouse  
P.O. Box 747  
Waterville, WA 98858

\_\_\_\_\_, Chair  
Board of Commissioners  
Date

**GRANT COUNTY**  
Grant County Courthouse  
P.O. Box 37  
Ephrata, WA 98823

\_\_\_\_\_, Chair  
Board of Commissioners  
Date

**ADAMS COUNTY**  
Adams County Courthouse  
210 W. Broadway  
Ritzville, WA 99169

\_\_\_\_\_, Chair  
Board of Commissioners  
Date 10-8-18

**OKANOGAN COUNTY**  
Okanogan County Courthouse  
P.O. Box 791  
Okanogan, WA 98840

\_\_\_\_\_, Chair  
Board of Commissioners  
Date

**IX. SIGNATURE IN COUNTERPARTS**

This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the Parties have set their hands and seal.

**CHELAN COUNTY**  
Administration Building  
400 Douglas Street #201  
Wenatchee, WA 98801

\_\_\_\_\_, Chair  
Board of Commissioners  
Date

**DOUGLAS COUNTY**  
Douglas County Courthouse  
P.O. Box 747  
Waterville, WA 98858

\_\_\_\_\_, Chair  
Board of Commissioners  
Date


**GRANT COUNTY**  
Grant County Courthouse  
P.O. Box 37  
Ephrata, WA 98823

\_\_\_\_\_, Chair  
Board of Commissioners  
Date

**ADAMS COUNTY**  
Adams County Courthouse  
210 W. Broadway  
Ritzville, WA 99169

\_\_\_\_\_, Chair  
Board of Commissioners  
Date

**OKANOGAN COUNTY**  
Okanogan County Courthouse  
P.O. Box 791  
Okanogan, WA 98840

\_\_\_\_\_, Chair  
Board of Commissioners  
08-07-2018  
Date